

Agreement Award



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/01/2026

Certificate No. M0P2026A374
GRN No. 145746368



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Cellcron technologies ltd
H.No/Floor : 1 Sector/Ward : Newal LandMark : Opp petrol pump
City/Village : Newal District : Karnal State : Haryana
Phone: 98*****54



Buyer / Second Party Detail

Name : Ravinder mandhan
H.No/Floor : 0 Sector/Ward : 0 LandMark : Dabkoli kalan 51
City/Village: Dabkoli kalan District : Karnal State : Haryana
Phone : 96*****80

Purpose : Modification of term of Remuneration

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**ADDENDUM TO "AGREEMENT FOR APPOINTMENT OF MR. RAVINDER MANDHAN AS
MANAGING DIRECTOR" DATED NOVEMBER 06, 2025 ENTERED BETWEEN RAVINDER
MANDHAN AND CELLCRONIC TECHNOLOGIES LIMITED**

This Addendum to AGREEMENT FOR APPOINTMENT OF MR. RAVINDER MANDHAN AS
MANAGING DIRECTOR (ADDENDUM AGREEMENT) is made at Karnal, Haryana on Saturday, the 17th
day of January, 2026.

BETWEEN

CELLCRONIC TECHNOLOGIES LIMITED, a Limited Company incorporated under the Companies Act,
2013 and having its registered office at Shop No. 1, Opp. Newal Power House, Petrol Pump, Karnal-132023,
Haryana, India (hereinafter referred to as "**the Company**") which expression shall unless it be repugnant to
the meaning or context thereof mean and include its successors and assigns) of the **FIRST PART**;

AND

Mr. Ravinder Mandhan (DIN 08473256), son of Mr. Jagpal Mandhan, aged about 38 years and residing at
Village Dabkoli Kalan (51), Karnal-132054, Haryana, India hereinafter referred to as the "**Managing Director**"
on the **SECOND PART**;

WHEREAS the Board of Directors of the Company (hereinafter referred to as "**the Board**") has, at its
meeting held on September 18, 2025, appointed Mr. Ravinder Madhan as the Managing Director of the
Company for a period of five (5) years with effect from September 18, 2025;

AND WHEREAS the said appointment has been approved by the shareholders at the Extra Ordinary
General Meeting of the Company held on September 19, 2025;



AND WHEREAS, pursuant to the aforesaid approvals, the Company and Mr. Ravinder Mandhan entered into the Agreement for Appointment of Managing Director dated November 06, 2025 ("Original Agreement"), under which the remuneration of the Managing Director, including minimum remuneration in accordance with Schedule V of the Companies Act, 2013, was fixed as approved by the shareholders by way of Special Resolution;

AND WHEREAS, the Board of Directors of the Company has, at its meeting held on January 05, 2026 and the shareholders, at their meeting held on January 07, 2026 approved the revised remuneration of Mr. Ravinder Mandhan, Managing Director, for a period of three (3) years with effect from September 18, 2025, including minimum remuneration in accordance with Schedule V of the Companies Act, 2013, and other benefits as per the rules of the Company;

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AMENDMENT TO CLAUSE 1 AND CLAUSE 2

With effect from September 18, 2025, Clause 1 (Remuneration) and Clause 2 (Other Benefits) of the Original Agreement shall stand amended to read as follows:

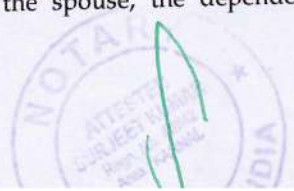
1. Remuneration:

- A. **Monthly Fixed Salary:** Rs. 250,000/- per month.
- B. **Commission/Performance linked Incentive:** Not exceeding 1% of the Net Profit of the Company in any Financial Year as the Board may determine from time to time but shall not exceed the amount equivalent to the salary for the relevant period; it may be paid pro-rata on a monthly basis at the absolute discretion of the Board;
- C. **Perquisites:** Perquisites in accordance with the Rules of the Company and any additional perquisites as may be decided by the Board of Directors of the Company from time to time;
- D. **Earned Leave:** As per the Rules of the Company;
- E. **Medical Reimbursement:** Reimbursement of the expenses incurred for self and family as per the policy of the Company;
- F. **Leave Travel Concession:** Leave Travel Concession for self and family, once in a year incurred in accordance with the rules of the Company.

2. Other Benefits:

- a) Company's contribution to provident fund and superannuation fund to the extent these either singly or put together are not taxable under the Income-tax Act
- b) Free use of company's car for company's work as well as for personal purposes along with driver.
- c) Telephone, mobile and other communication facilities at Company's cost.
- d) Reimbursement of medical expenses incurred for self and family in India or abroad, including hospitalization, nursing home and surgical charges and in case of medical treatment abroad, the air-fare and boarding/lodging expenses for patient and attendant
- e) Actual leave travel expenses, as per the rules of the Company, to any place in India and return there from once a year in respect of himself and family.
- f) Contribution to Provident Fund and Gratuity as per the Rules of the Company.
- g) Leave and encashment of unavailed leave as per the Rules of the Company.
- h) Personal accident insurance policy in accordance with the scheme applicable as per the Company's Policy.
- i) Gratuity - As per the rules of the Company.
- j) Club Fees: payable subject to maximum of two clubs.
- k) Any other allowances: As per the rules of the Company.

Explanation: Family means the spouse, the dependent children and dependent parents of the Managing Director.



2. AMENDMENT TO CLAUSE 5

With effect from September 18, 2025, Clause 5 (Minimum Remuneration) of the Original Agreement shall stand amended to read as follows:

5. Minimum Remuneration: Where in any Financial Year during the First 3 years of tenure of the Managing Director, the Company has no profits or its profit are inadequate, the Company will pay remuneration by way of salary and perquisites, not exceeding the limits as specified in Clause 1 and 2. The Board of Directors shall have the liberty to alter and vary the aforesaid terms and conditions relating to remuneration in line with such amendments as may be made from time to time to the Companies Act, 2013.

3. INSERTION OF CLAUSE 6A- REMUNERATION FOR NEXT TWO YEARS OF THE TENURE

With effect from September 18, 2025, Clause 6A is inserted after Clause 6 of the Original Agreement:

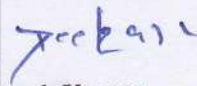
6A. Remuneration for Next Two Years of the Tenure:

The remuneration for the next 2 years of the tenure shall be as per the limits prescribed as per the provisions of Section 197, 198 of the Act and other applicable provisions and the same may be revised as per Schedule V to the Act, subject to the approval of the Shareholders of the Company.

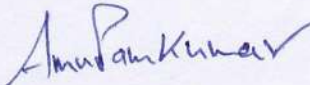
Except as expressly amended or supplemented by this Addendum, all other clauses, terms and conditions of the Original Agreement shall remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands at Karnal, Haryana Karnal, Haryana on Saturday, the 17th day of January, 2026.

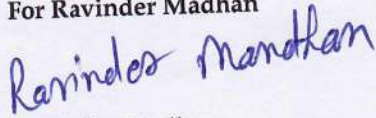
For Cellcronic Technologies Limited


Deepak Kumar
Whole Time Director
DIN: 07223013

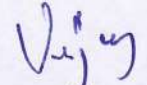
In the presence of:

Signature: 
Name: Anupam Kumar
Address: Vill - Pandrak P.O. CSSRI
Distt Karnal 192001

For Ravinder Madhan


Ravinder Madhan
Managing Director
DIN: 08473256

In the presence of

Signature: 
Name: Vijay
Address: Shakti Puram Part 2
Galino-3 Karnal



Certified that the above was declared
solemn affirmation before me at
Karnal by the deponent who was
identified by Sh.....

Notary Public, KARNAL (INDIA)

ATTESTED